

**REMARKS**

Claims 17 through 24 are pending in this application. Claims 17 through 24 have been amended. No claims have been cancelled and no new claims have been added. No new matter is believed introduced via this Amendment.

In the Office Action at paragraph 2, the Oath or Declaration was held to be defective because of a typographical error in citing to the foreign priority. A new Declaration correcting this error is submitted herewith.

In paragraph 3, the Examiner has requested that the applicant state the status of all parent priority applications. In reviewing the file, applicant noted that the priority was not stated in the Preliminary Amendment submitted on April 20, 2004. Therefore, for the avoidance of doubt, this Amendment restates applicant's claim of priority, to be added at the beginning of the application, including the status of the parent U.S. application.

In paragraph 4, the Examiner objected to the newly submitted claims because they were underlined in their entirety. By this Amendment, the claims have been corrected.

In paragraph 6.a., claim 17 was rejected under 35 U.S.C. §112, second paragraph, because the Examiner contended that the phrase "analyzing a mixture" was indefinite. Claim 17 has been amended to recite a method of "determining the presence of an analyte in a mixture". Accordingly, this rejection is deemed moot.

In paragraph 6.b., claim 17 was rejected under 35 U.S.C. §112, second paragraph, because the Examiner contended it was unclear what the other member of the "binding pair" was. This rejection is respectfully traversed. This term is well known to persons of skill in the art, and is furthermore defined in the paragraph bridging pages 1 and 2 of the instant specification (paragraph [0006] of the published application, US 2004/0197336 A1, hereinafter the "published application"). The term "binding pair" is in no way indefinite and is fully defined in the specification. Accordingly, reconsideration and withdrawal of this rejection are respectfully requested.

In paragraph 6.c., the Examiner contended the phrase "assaying the macromolecule for the presence of analyte" is indefinite because it is unclear how the macromolecule and the analyte come into contact. This rejection is respectfully traversed. The analyte and macromolecule come in "contact" via the antibody which is capable of binding to both of them. In other words, the antibody is bound to both the macromolecule and the analyte.

Accordingly, when the macromolecule is assayed, any analyte in the mixture will be present there via its binding to the antibody which is also bound to the macromolecule.

In paragraph 6.d. of the Office Action, the Examiner contended that the phrase “the capability”, both occurrences, in claim 17 lacked antecedent bases. Claim 17 has been amended to recite “the antibody’s capability”, both occurrences. Accordingly, this rejection is deemed moot.

In paragraph 6.e., the Examiner contended the phrase “the inhibited antibody” in claim 17 lacked an antecedent bases. Claim 17 has been amended to delete the word “inhibited”. This rejection is thus deemed moot.

In paragraph 6.f., the Examiner contended that claim 18 was indefinite because it was not clear what receptor was being referred to. Claim 18 has been amended to replace the term “receptor” with the term “analyte”. Accordingly, this rejection is deemed moot.

In paragraph 6.g., the Examiner rejected claim 19 because the phrase “active site” was indefinite. Claim 19 has been amended to recite “Fab or Fab<sub>2</sub><sup>1</sup> fragments”. Support for this amendment can be found, for example, in paragraphs [0011] through [0013] of the published application. This rejection is respectfully deemed moot. Applicant also submits that this amendment renders the rejection in paragraph 6.h. moot.

In paragraph 6.i., the Examiner contended that claim 20 was indefinite because of the phrase “against an enzyme”. Claim 20 has been amended to state that the second antibody component “binds to an enzyme”. Thus, this rejection is deemed moot.

In paragraph 6.j., the Examiner rejected claims 23 and 24 because the phrase “the electromagnetic radiation” lacks antecedent bases. Claims 23 and 24 have been amended to recite “the electromagnetic energy”. Thus, this rejection is deemed moot.

In paragraph 8, the Examiner rejected claims 17-24 under 35 U.S.C. §112, first paragraph, as lacking enablement. This rejection is respectfully traversed.

In the paragraph bridging pages 6 and 7 of the Office Action, the Examiner contended the claims encompass a method . . . to determine the presence of any analyte . . . by using any antibody which will react with any analyte and any macromolecule. This contention is incorrect. The antibody will not react with any analyte, it will react with the analyte of interest. Likewise, the antibody will not react with any macromolecule, but rather it will

react with the macromolecule containing the photocleavable moiety, once electromagnetic energy is added to cleave the photocleavable moiety.

Applicants submit that the claims cover a well defined, fully enabled assay. As to the various Examples the Examiner cites at pages 7-8, the Examiner's attention is further directed to paragraphs [0072 through 0077] of the published specification, also found at pages 15-16 of the specification as filed, which further enables the claimed method.

These disclosures, in combination with the knowledge a person of ordinary skill in the art would possess, for example from sandwich assays using polyclonal and monoclonal antibodies, fully enable the invention as presently claimed. Accordingly, reconsideration of this rejection and allowance of all claims are respectfully requested.

#### **AUTHORIZATION**

If the Examiner believes that issues may be resolved by telephone interview, the Examiner is respectfully urged to telephone the undersigned at (212) 801-2134. The undersigned may also be contacted by e-mail at [diebnerg@gtlaw.com](mailto:diebnerg@gtlaw.com).

A three month extension of time fee of \$510.00 is believed to be necessary. The Commissioner is hereby authorized to charge that fee, and any additional fees which may be required for this amendment, or credit any overpayment to Deposit Account No. 50-1561.

Dated: October 3, 2006

By: Respectfully submitted,



Gerard F. Diebner

Registration No. 31,345

Customer Number: 32361

Greenberg Traurig LLP

200 Park Avenue

New York, New York 10166